



CITY OF RICHMOND HILL  
REQUEST FOR PROPOSAL  
TO PROVIDE  
RESIDENTIAL AND COMMERCIAL  
SOLID WASTE, RECYCLING  
COLLECTION AND DISPOSAL SERVICES  
RFP NO. 18-0302

1	Invitation to Service Providers .....	4
2	Background: .....	5
3	Instructions to Service Providers .....	5
3.1	Intent .....	5
3.2	Examination .....	5
3.3	Determination of Successful Service Provider .....	6
3.4	Responsiveness .....	6
3.5	Proposal Form .....	6
3.6	Submission of Proposals .....	6
4	SECTION A - PROPOSAL SCHEDULE .....	7
5	SECTION B - TERMS AND DEFINITIONS .....	7
6	SECTION C - INTRODUCTION .....	11
6.1	General .....	11
6.2	Purpose: .....	11
6.3	Term of Contract .....	11
6.4	Use of Subcontractors .....	11
6.5	Addenda to RFP .....	11
6.6	Selection of Successful Service Provider .....	12
6.7	Cost of RFP Preparation and Negotiation: .....	12
6.8	Disclaimer .....	12
7	SECTION D - Scope of Services .....	12
7.1	Service Requirements .....	12
7.2	Suspension of Curbside Collection .....	13
7.3	Collection Equipment .....	13
7.4	Missed Collections And Complaint Handling .....	14
7.5	Payment To Company .....	14
7.6	Public Education .....	15
7.7	Personnel .....	15
7.8	Statement of Work .....	15
7.8.1	Reporting .....	15
7.8.1.1	Ad Hoc Reports .....	15
7.8.1.2	Monthly Reports .....	15
7.8.1.3	Annual Report .....	16
7.9	Carts .....	16
7.9.1	Regular Service Provision .....	16
7.10	Collection of Recyclables .....	17
7.10.1	Reporting .....	17
7.10.2	Processing Facilities .....	17
7.11	Backdoor Services .....	18
7.12	City Facilities .....	18
7.12.1	Recycling Containers .....	18
8	SECTION E - Fee Schedule .....	19
9	SECTION F - Technical and Fee Proposal Requirements .....	20
9.1	Introduction .....	20
9.1.1	Overview .....	20

9.1.2	Documents .....	20
9.1.3	Cover Letter .....	20
9.1.4	Executive Summary .....	20
9.1.5	Submission .....	20
9.2	Personnel Experience .....	20
9.2.1	Company Principles .....	20
9.2.2	Staff .....	21
9.2.3	Resumes .....	21
9.3	Approach .....	21
9.3.1	Project Methodology .....	21
9.3.1.1	Transition .....	21
9.3.1.2	Collection Schedule .....	21
9.3.1.3	Equipment .....	21
9.3.1.4	City Facilities .....	21
9.3.2	Management of Collected Materials .....	21
9.3.2.1	Solid Waste .....	22
9.3.2.2	Recyclables .....	22
9.3.3	Public Education .....	22
9.4	Company Experience/Capabilities .....	22
9.4.1	Experience .....	22
9.4.2	Capabilities .....	22
9.4.3	Customer Service .....	22
9.4.4	References .....	23
9.5	Company Organization .....	23
9.5.1	Primary Business .....	23
9.5.2	Records Management .....	23
9.5.3	Company History .....	23
9.6	Fee Proposal .....	23
9.6.1	Best Value .....	23
9.7	Proposal Evaluation Factors .....	23
9.7.1	Evaluation Method .....	24
9.7.2	Oral Presentations .....	24
9.7.3	Negotiations .....	24
9.7.4	Contract Formation .....	24
10	SECTION G - General Conditions .....	24
10.1	Contract Administration .....	24
10.2	Contract Technical Representative .....	25
10.3	Notice of Award of Contract .....	25
10.4	Execution of Contract Documents .....	25
10.5	Insurance .....	25
10.5.1	Liability .....	25
10.5.2	Certificates of Insurance .....	26
10.6	Quantities .....	26
10.7	Indemnification .....	26
10.8	Notice To Proceed .....	27

10.9	Liquidated Damages .....	27
10.10	Suspension Or Termination Of Services .....	28
10.11	Transition Services Upon Termination .....	28
10.12	Assignments .....	28
10.13	Laws And Regulations .....	28
10.14	Notice And Service Thereof.....	29
10.15	Schedule, Reports And Records.....	29
10.16	Changes In The Contract.....	29
10.16.1	Changes in the Service .....	29
10.16.2	Changes in Fee .....	30
10.16.3	Changes in Contract Period.....	30
10.17	Payments And Completion.....	30
10.17.1	Application for Payments.....	30
10.17.2	Certificate for Payments.....	30
10.17.3	Governing Document .....	31
10.18	Company's Claim .....	31
10.19	Contract Agreement Jurisdiction.....	31
10.20	Permits And Regulations.....	31
10.21	Business License .....	31
10.22	Responsibilities Of The Company .....	31
10.22.1	Company's Employees .....	31
10.22.2	Payment For Labor and Materials .....	31
10.22.3	Attention to Work .....	32
10.22.4	Employee Safety .....	32
10.22.5	Public Safety and Convenience.....	32
10.22.6	Cooperation in Disasters .....	32
10.22.7	Disposal Facilities .....	32
10.23	Compliance With Laws.....	32
11	Section H - Representation.....	32
11.1	Non-Discrimination.....	32
11.2	Drug-Free Workplace.....	33



Residential and Commercial Solid Waste, Recycling Collection and  
Disposal Services

**1. Invitation to Service Providers**

The City of Richmond Hill, Georgia will receive sealed technical and fee proposals until **2:00PM on Tuesday, April 2, 2018** for the above referenced services which are described in the schedules attached hereto. The City invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

A pre-proposal conference has been scheduled for **Friday, March 16, 2018, 1:00PM**, in the Council Chambers at City of Richmond Hill City Hall located at 40 Richard R. Davis Drive, Richmond Hill, GA 31324. All Service Providers who intend to submit a response are required to attend the pre-proposal conference. Any questions and/or specifications that may need clarification should be submitted in writing, according to the attached schedule, and forwarded to the City Clerk at the below address. It shall be the Service Provider's responsibility to seek clarification as early as possible prior to the opening of Proposals.

The envelopes containing the Proposal must be sealed and addressed to:

Dawnne E. Greene  
City Clerk  
40 Richard R. Davis Drive  
Richmond Hill, Georgia 31324  
[dgreene@richmondhill-ga.gov](mailto:dgreene@richmondhill-ga.gov)

And plainly marked **“Proposal for Residential and Commercial Solid Waste, Recycling Collection and Disposal Services.”** The envelope must bear on the outside the name of the Service Provider, the Service Provider's address and the number assigned to this RFP. No Proposal may be withdrawn or modified in any way after the deadline for Proposal openings. No faxed or electronic submissions of Proposals will be accepted.

Proposals will be publicly opened and only the name(s) of those Service Providers responding and fee Proposal will be mentioned.

Proposals must be valid for ninety (90) days following the opening date.

The Service Providers' response shall include a technical Proposal and fee Proposal with all other information requested in this Request for Proposal (RFP). The fees shall be the full cost per Unit per month to the City.



The City may request additional information by Service Provider, including a presentation if needed, to clarify elements of their bid Proposals. The City also reserves the right to make independent investigations as to the qualification of each Bidder, including contacting existing customers or site visits to existing operations.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the City.

## **2. Background**

The City currently operates its solid waste and recycling collection and disposal services through a contractor. The City of Richmond Hill has a population of over 11,000. The City has a utility customer base of approximately 5,068 that includes residential and commercial properties.

The City is currently being billed for 5,068 residential accounts. Out of those accounts, one-hundred sixteen (116) have one (1) or more additional carts totaling two hundred fifty-three (253) carts. The City is currently billing seventy eight (78) commercial accounts. Out of those accounts, thirty-four (34) have one (1) or more additional carts totaling 90 carts.

## **3. Instructions to Service Providers**

No Service Provider's employees or anyone representing the Service Provider shall contact by any method any City staff or elected officials from the date the RFP is advertised until the time of official award. The only method of contact allowed is via email to the contact listed in the RFP. All questions or comments will be addressed by addenda.

### **3.1. Intent**

It is intended that the Instructions to Service Providers, General Conditions and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

### **3.2. Examination**

The Service Provider is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

### **3.3. Determination of Successful Service Provider**

The contract will be awarded, if awarded, to the most responsive and responsible Service Provider according to the criteria provided for in Section D of this RFP.

### **3.4. Responsiveness**

The City will consider the degree to which each Service Provider has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

### **3.5. Proposal Form**



Proposals shall be submitted on the Schedule Forms included herein. The Service Provider will submit three (3) copies of its technical proposal and one (1) copy of its price proposal.

### **3.6. Submission of Proposals**

Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered. The Service Provider shall package and seal its proposals so that they are not damaged in mailing. Technical and Fee proposals are to be packaged together in the same envelope but sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal.

The following address should be used on the outside of the envelope containing the proposals:

Dawnne E. Greene  
City Clerk  
40 Richard R. Davis Drive  
Richmond Hill, Georgia 31324

#### 4. SECTION A - PROPOSAL SCHEDULE

Activity	Time	Date	Responsible Party	Duration
Advertise and distribute request for proposals		3-2-2018	City	Day 1
Deadline for acknowledgement of receipt and pre-proposal conference RSVP	5:00 PM	3-14-2018	Service Provider	Day 13
Pre-proposal conference	1:00 PM	3-16-2018	City/Service Provider	Day 15
Submission of questions concerning RFP (via email)	5:00 PM	3-19-2018	Service Provider	Day 18
Summary of questions and responses distributed		3-22-2018	City	Day 21
Submission of Proposals	2:00 PM	4-2-2018	Service Provider	Day 32
Review of Proposals:	2:00 PM	4-2-2018	City	Day 32
Submit recommendation to <i>Mayor</i>		4-2-2018	City	Day 32
Award Contract		4-3-2018	Governing Body	Day 33
Contract Begins		7-1-2018		

#### 5. SECTION B - TERMS AND DEFINITIONS

- **Annexed Area:** Refers to any area contiguous to the Contract Area that is added to the boundaries of the City of Richmond Hill by any method of annexation
- **Billing Month:** means the calendar month in the Term beginning July 1, 2018
- **Cart:** A receptacle, not to exceed 95 gallons, with wheels and a tight fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** The City of Richmond Hill
- **City Employee:** An employee of the City subject to its personnel policies
- **Collection Schedule:** Refers to the defined days of collection authorized by the City
- **Company:** Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.
- **Contract Area:** Refers to the area(s) of the City, including any Annexed Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
- **Contract Documents:** The Request for Proposals, Instruction to Service Providers, Definitions, Contractor's Proposal, the contract, the contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- **Contract Monitor:** Refers to a City employee(s) who observe the operation of the Collector's Refuse and Recyclables services to ensure that such services are performed in compliance with the contract agreement and City Code.

- **Contract Representative:** Refers to a City employee who receives monthly tonnage reports from the Service Provider
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City street or State or Federal highway
- **Customer:** Refers to the recipient of collection services, specifically referring to the resident in the Contract Area
- **Department:** A unit of the City government that encompasses similar staff function, purposes, and goals and operates under the direct supervision of the Public Works Manager.
- **Disposal Site:** A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- **Drop Box:** An all metal container, with lidded or non-lidded cover, of not less than ten cubic yards, or more than fifty cubic yards in capacity.
- **Effective Date:** Refers to the date found on the first page of the Contract as the date that the Contract between the City and the Company is in effect.
- **Evaluation Committee:** Refers to a committee, as appointed by the City, responsible for determining the best Service Provider for the Services described in this RFP.
- **Extraordinary Circumstances:** Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the City.
- **Fee:** A dollar amount inclusive of all Service Provider's costs (overhead, insurance, labor, equipment, advertisements, etc.) general and accounting, and profit charged for a specific service(s)
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute an hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **HDPE:** High Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka, No. 2 Plastics)
- **Holidays:** means holidays observed may be the same as listed in Personnel Rules and Regulations which are:  
New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas and New Year's Eve
- **Landfill:** means a disposal site for disposing of municipal solid waste
- **LDPE:** means low density polyethylene, a type of plastic resin (aka, No. 4 Plastics)
- **Missed Collection:** Refers to a properly prepared Refuse or Recyclable not picked up on the scheduled collection day.
- **Mixed Paper:** Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging. This does not include tissue

paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.

- **Multi-Family Unit:** Individual residential units in a multi-family structure (i.e., apartment building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters and recycling using drop-off carts, is deemed appropriate.
- **NTE:** Amount of fee Not To Exceed regardless of the number of transactions ordered
- **PET:** “Polyethylene Terephthalate” – Clear plastic used in some household cleaning product bottles, as well as soda, water and sports drink bottles (aka, No. 1 Plastics)
- **Plastic:** Includes HDPE, LDPE and P.E.T. containers.
- **PP:** means polypropylene, a type of plastic resin (aka, Po. 5 Plastics)
- **Proposal:** An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees
- **Service Provider:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid which conforms in all material respects to the requirement set forth in the RFP
- **PS:** means polystyrene, a type of plastic resin (aka, No. 6 Plastics)
- **PVC:** means polyvinyl chloride, a type of plastic resin (aka, No. 3 Plastics)
- **Recyclables:** means materials designated by Service Provider to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. Recyclables do not include Hazardous Waste or items contaminated with food waste.
- **Recycling:** means any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.
- **Recycling Container:** A City provided container suitable for on-site collection, storage and set out of source-separated recyclables at multifamily and commercial locations.
- **Recycling Services:** means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
- **Refuse:** refers to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Georgia law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposal (RFP):** Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein
- **Residential Unit:** (a) A free standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a multi-family structure for which refuse collection using cards (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or

domestic light and power services are being supplied thereto.

- **Roll-Off Containers:** To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. Yd., either open top or enclosed compactor type.
- **Service Provider:** Refers to a Company that has interest and the ability to provide the Services required by this RFP.
- **Single Stream Collection:** Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material. This method increases participation as residents do not have to separate recyclable materials; waste is collected separately.
- **Solid Waste:** Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans, and other Solid Waste. Solid Waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.
- **Staff:** refers to all employees of the Company who perform Services for the City.
- **Street:** A public or private way used for public travel.
- **Submission Date:** Refers to the date and time Proposals for this RFP are due to the City.
- **Term:** The term of the Service Provider's performance pursuant to this Agreement ("Term") shall commence on July 1, 2018 and shall continue through June 30, 2020 ("Initial Term"). Thereafter, unless either party terminates the term by advance notice no more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive 24-month period ("Renewal Term") commencing on July 1, 2020. Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive 24-month period ("Renewal Term") commencing on July 1, 2022.

## 6. SECTION C - INTRODUCTION

### 6.1 General:

The City is advertising for qualified Service Providers to provide for Solid Waste Collection and Recycling Services for the City of Richmond Hill.

### 6.2 Purpose:

The City is issuing this RFP to secure curbside collection services for residential household and commercial Refuse, and Recyclable Materials in the incorporated areas of the City. The RFP is also to secure Dumpster services for City facilities, parks and special City sponsored solid waste collection events. The purpose of this procurement is to achieve the following goals:

- Secure services at the lowest rate possible by consolidating and contracting for household collection services;
- Extend street and road life by minimizing heavy truck traffic throughout the City;
- Consolidate collection days to minimize the number of days materials are set out and minimize littering;
- Provide a basic level of solid waste management services to meet the waste reduction and disposal needs of residents, the City and the State of Georgia.
- Provide a revenue source for recyclables collected within the City.
- Reduce the amount of waste disposed in local and regional landfills through a robust and marketed recycling program.

### **6.3 Term of Contract:**

The initial term of any contract awarded as a result of this RFP will be from July 1, 2018 to June 30, 2020. There will be two (2) bi-annual renewals. In accordance with Georgia Code 36-60-13, a majority of the Mayor and Council may vote to terminate the contract in a duly noticed meeting of the Council in accordance with the terms of this contract.

The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the City or future Councils to renew the contract.

### **6.4 Use of Subcontractors:**

It is understood that the primary supplier responding to this request for proposal must have the capability to undertake all the tasks outlined. The successful candidate shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City.

### **6.5 Addenda to RFP:**

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document.

The addenda will be sent only to those who have received the RFP from the City. Service Provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

### **6.6 Selection of Successful Service Provider:**

The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Service Provider that best serves the interests of the Mayor and Council and the residents of the City. The Mayor and Council reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

### **6.7 Cost of RFP Preparation and Negotiation:**

Service Providers participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

#### **6.8 Disclaimer:**

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

### **7 SECTION D - Scope of Services**

#### **7.1 Service Requirements**

The Company will collect all properly prepared Refuse, Recyclables, and materials from each Unit on the designated collection day. Collections will typically occur at the curb; however the Service Provider will, upon request of the City, provide backdoor collection services.

The Company will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Company will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 6 a.m. and 6 p.m.

The work will be done in a sanitary manner. The Company's employees will pick up trash or recyclables spilled by the Company immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Company shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

#### **7.2 Suspension of Curbside Collection**

Curbside collection service may be suspended due to extreme weather or declared emergencies. The Company will stop all work when so directed by the City during severe weather. The Company will complete the work as soon as authority has been granted to proceed. If collection is suspended, Company will perform collection on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Company will advertise, a minimum of three (3) times, to all customers schedule changes of holidays at least 10 days before any observed holidays.

The City must approve any schedule changes. The following is a list of anticipated holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day
- Independence Day

### **7.3 Collection Equipment**

Company will be required to use only GPS equipped rearloading trucks. Trucks shall not be older than one (1) year old at beginning of contract and rearloading trucks shall not be older than five (5) years old during any point in the contract. Company will keep all equipment in safe operating condition, in proper repair, in a clean and presentable condition. Vehicles must be painted uniformly with the name of the Company, the vehicle identification number and Company's telephone number printed on each side. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of household garbage/trash will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Company to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Company, the damaged area is cleaned, the Company will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended, except as made necessary by loading operations. Company will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Company except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

### **7.4 Missed Collections and Complaint Handling**

If a collection from a subscribing address is missed, the City will notify the Company who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the



case of complaints regarding collection service or any related activities, the Company will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint.

The Company will work cooperatively with the subscribing households and/or City to resolve the complaint in a timely manner. The Company will be accessible to the citizens who wish to register a complaint through local telephone service. The Company will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive record and handle complaints. Such staff will be available during regular business hours, Monday through Friday. After hours, weekends, and holidays Company must make available a local message service to record citizen complaints. The Company will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the Company is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative. The report format is to be approved by the City's Contract Technical Representative prior to the award of the contract.

The City's goal is the resolution of 98% of all complaints within 24 hours of the complaint. Should the Service Provider fail to perform in accordance with the provisions of the Agreement resulting from this proposal, the City shall deduct damages as per contract from the regular scheduled payment to the Company.

#### **7.5 Payment to Company**

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis according to the terms and conditions of the Agreement resulting from this proposal.

#### **7.6 Public Education**

The Service Provider will provide public education materials about recycling and services. The educational materials will include, but not be limited to, acceptable recyclable materials, collection schedules, and specifications for accepting yard trimmings and recyclables set out at the curb.

#### **7.7 Personnel**

The Service Provider will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Company's operations with the City cannot be changed without the notice to the City's Contract Technical Representative.

#### **7.8 Statement of Work**

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Company will be responsible for ensuring the disposal facility is operating and continues to operate in



compliance with all applicable laws and regulations. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner. The pickup and removal of Hazardous Waste is not included in the Services.

### **7.8.1 Reporting**

Before disposal, all garbage collected from waste generators in the City will be weighed and recorded. The Company will provide the City upon request with a monthly tonnage report that is to be delivered to the City's designated representative. The Company will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Service Provider shall be responsible for maintaining and Submitting reports on an ad hoc, monthly, and annual basis.

#### **7.8.1.1 Ad Hoc Reports**

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection Service (Refuse, Recycling, and Yard Trimmings)

- a. Complaints/resolution summary;
- b. Daily route sheet with attached disposal site weight ticket;
- c. Recycling participation;
- d. Route operational data form;
- e. Vehicle identification number;
- f. Daily staffing summary (including substitutions);
- g. Landfill tickets;
- h. Daily route sheets (including labor hours); and
- i. Disposed tonnage of Refuse and Recyclables itemized on a per-day basis.

#### **7.8.1.2 Monthly Reports**

Monthly reports shall be submitted to the City upon request within five (5) business days and shall include the following information:

- a. A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;
- b. Complaints/resolution summary for the associated month;
- c. Daily route sheet with attached disposal site weight ticket for the associated month;
- d. Recycling station participation for the associated month;
- e. Tonnage summary for the associated month

#### **7.8.1.3 Annual Report**

The obligation to submit an annual report shall survive the termination or expiration of the Contract. The City may withhold payment of balances due the Service Provider at the end of the Contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year.

## **7.9 Carts**

The City will offer all households in the City a (Cart and a Recycling Container) 95-gallon, wheeled trash cart and a 95-gallon wheeled recycling cart. All Carts and Recycling Containers will be maintained in good repair and appearance by the City. The Carts will remain the property of the City who will be responsible for replacing faulty or damaged Carts to the household. If the household or the Company is deemed responsible for the necessary replacement, an appropriate fee will be assessed to the responsible party. Fee shall be listed in the City's Schedule of Fees.

### **7.9.1.1 Regular Service Provision**

The Company will be required to pick up, on a weekly basis, all Refuse generated at the Unit, provided the same is placed in an approved Cart. The Company will be free to establish routes to achieve the maximum efficiency of operation. The Company will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, thirty (30) days in advance of the effective date.

## **7.10 Collection of Recyclables:**

The Company shall collect the following recyclable materials via Recycling Container using a single stream methodology:

- aluminum cans
- steel cans
- one through seven plastic bottles and containers
- clear, brown, and green glass containers
- all grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard.

Recyclable materials shall be collected curbside bi-weekly. Vehicles designated for recycling will be either covered or secured so as to prevent Recyclables from being scattered or spilled.

Recyclable materials will be kept separate from refuse by customers and stored in a 95 gallon wheeled cart provided by the Company. The container will be labeled as a recycling container so that it is easily identified as Recyclables for curbside collection by the Company. All Recyclable materials collected by the Company will be owned by the Company. The Company shall deliver the single stream collected recyclables to a recycling processing center.

### **7.10.1 Reporting**

Before processing the Recycling materials collected within the City, the Company will weigh and record the amount of collected Recyclable. The Company will provide the City with a monthly tonnage report upon request. The Company will maintain, for a period of five years, copies of weight tickets which are to be made available for City inspection.

### **7.10.2 Processing Facilities**

All Recyclable items must be recycled at an approved Recycling facility; ownership of the recyclable materials shall become the property of the single stream processor mutually agreed to by the City and Company throughout the duration of the contract and any

Recyclables over 15% contaminated can be taken to landfill.

The Company is prohibited from collecting separated Recyclables from a Unit and mixing them with refuse unless the City grants prior written approval. The Company is prohibited from disposing of Recyclable materials in any landfill. The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of Recyclable materials collected.

The Company will not collect non-recyclable materials if they are placed into the 95 gallon recycling carts provided for recycling. In the event that it is clear that non-recyclable materials are placed in the container, the Company will dispose the materials with solid waste collection along with providing instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

#### **7.11 Backdoor Services:**

Backdoor service will be provided for medically certified handicapped individuals free of charge, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the City. Company's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals in order to accomplish collection.

#### **7.12 City Facilities:**

The Company will provide for the collection of refuse and recyclables at City facilities including, City Hall, Police Department, J.F. Gregory Park, Public Works, and 1 Fire House. The Company shall provide roll-off containers or dumpsters for the collection of refuse at each site free of charge to the City.

City Hall (Richard Davis Drive) - 8 yard dumpster  
Police Department (Cedar Street) – 8 yard dumpster  
J.F. Gregory Park (Cedar Street) – three 6 yard dumpsters  
Public Works (Elbow Swamp) - 4 yard dumpster  
Fire Station (Timber Trail) – 6 yard dumpster

##### **7.12.1 Recycling Containers**

The City shall provide containers that will be clearly labeled to receive single stream recyclables. Containers will be maintained in good working condition. All containers will be covered to prevent wind-blown litter and access by birds or animals.

## 8 SECTION E - Fee Schedule

Indicate the fee for service to be charged per account per month for each service listed below.

### Base Year 2018

Collection Services	Monthly Charge Per Unit
<u>RESIDENTIAL</u> <ul style="list-style-type: none"> <li>Weekly Refuse pickup</li> <li>Bi-Weekly Recyclable pickup</li> </ul>	\$
<u>RESIDENTIAL</u> <ul style="list-style-type: none"> <li>Weekly additional Cart pickup</li> </ul>	\$
<u>RESIDENTIAL</u> <ul style="list-style-type: none"> <li>Bi-Weekly additional Recyclable Container pickup</li> </ul>	\$
<u>Commercial</u> <ul style="list-style-type: none"> <li>Weekly Refuse pickup</li> <li>Bi-Weekly Recyclable pickup</li> </ul>	\$
<u>COMMERCIAL</u> <ul style="list-style-type: none"> <li>Weekly additional Cart pickup</li> </ul>	\$
<u>COMMERCIAL</u> <ul style="list-style-type: none"> <li>Bi-Weekly additional Recyclable Container pickup</li> </ul>	\$

## **9 SECTION F - Technical and Fee Proposal Requirements**

### **9.1 Introduction**

#### **9.1.1 Overview**

The Service Provider shall provide detailed information so as to demonstrate its understanding of the services requested.

#### **9.1.2 Documents**

The City is not interested in elaborate brochures. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal. Proposals may also include a compact disk including the entire Proposal in a searchable format such as Adobe Acrobat.

#### **9.1.3 Cover Letter**

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

#### **9.1.4 Executive Summary**

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the City.

#### **9.1.5 Submission**

The Service Provider shall package and seal its proposals so that they are not damaged in mailing. Technical and Fee proposals are to be packaged together in the same envelope but sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal. Service Providers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or date cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the "Instructions to Service Providers" section.

### **9.2 Personnel Experience**

### **9.2.1 Company Principles**

Provide a biographic overview of the Company's key principles.

### **9.2.2 Staff**

The Service Provider shall provide, in this section of the proposal, a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this project. This description will include, at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the Service Provider must identify what priority will be placed on this project and how the firm intends to provide the initial management and staff.

### **9.2.3 Resumes**

The Service Provider shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and Corporate. Resume shall include, at a minimum:

- Position title
- Tenure with Service Provider
- Education
- Experience
- Other related information

## **9.3 Approach**

### **9.3.1 Project Methodology**

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section D, Program Services. Methods for all areas of Section D, Program Services, must be described.

#### **9.3.1.1 Transition**

The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider.

#### **9.3.1.2 Collection Schedule**

The Service Provider shall provide, in this section, its proposed schedule for household garbage, yard debris, and/or recyclable collection for subscribing households within the City.

#### **9.3.1.3 Equipment**

Provide the City with a comprehensive list of all equipment, including type of truck, year, model, equipment ID number, and vehicle tare weight that shall be used in fulfilling the contract. This must be provided at the beginning of the contract and upon the request from the City at any time during the contract.

#### **9.3.1.4 City Facilities**

The Service Provider shall further describe, in this section, its plan for providing collection services to all required City facilities.

### **9.3.2 Management of Collected Materials**

The Service Provider will provide, in this section, the various disposal facilities it intends to

use during the contract period(s.)

#### **9.3.2.1 Solid Waste**

The Service Provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the City. The list will include the disposal facility's permit number, current address, contact person, and telephone number for each facility listed. In addition, the Service Provider must submit documentation for the facilities it proposes to use, demonstrating five years of disposal capacity for waste generated from the City.

#### **9.3.2.2 Recyclables**

The Service Provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the City. The list will include a current address, contract person, and telephone number of each facility listed.

#### **9.3.3 Public Education**

The Service Provider will submit a waste reduction and recycling public education plan to the City. The plan must include a copy (outline) of the public education materials the Company intends to distribute to subscribing households and identify a plan for the development and distribution of such educational materials on an ongoing basis. The Service Provider will also define the intentions of the program and indicate a philosophy of educational outreach.

### **9.4 Company Experience/Capabilities**

#### **9.4.1 Experience**

The Service Provider shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Service Provider is presently involved or has completed during the past three (3) years. In particular, reference company experience with public entities that provide billing of Municipal Solid Waste and recyclables collection and disposal services on a subscription basis.

#### **9.4.2 Capabilities**

The Service Provider shall provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, on-going projects/contracts, etc. shall be identified.

#### **9.4.3 Customer Service**

Describe the following items in your Proposal:

1. Describe the Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Describe the Service Provider's approach to total quality management, and how your current customers benefit from your service improvements.
3. Describe the Service Provider's complaint resolution procedures.
4. Describe the nature of service improvement and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City's in size and complexity.

5. Describe the methodology the Service Provider uses to handle a client's unhappy customer. How does the Service Provider regain that customer's confidence and retain their loyalty?
6. Show a company organizational chart with contacts from account manager to CEO.
7. Indicate the location of the company's headquarters and a direct contact name and number of the liason dedicated to the City.

#### **9.4.4 References**

The Service Provider must list local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number and explanation for the discontinuation.

### **9.5 Company Organization**

#### **9.5.1 Primary Business**

Provide, in this section, your company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

#### **9.5.2 Records Management**

Describe your company's record keeping procedures in detail.

#### **9.5.3 Company History**

Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

### **9.6 FEE PROPOSAL**

#### **9.6.1 Best Value**

The Fee Proposal is important; however, it will not be the only determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

#### **9.7 Proposal Evaluation Factors**

It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

### **9.7.1 Evaluation Method**

Each proposal will be reviewed by an evaluation team. The evaluation will involve a holistic review of all material provided with a distinct interest in the following components (in no particular order):

- 10% Have at least three (3) years experience in Municipal Solid Waste contracts of equal or similar size.
- 5% Service Provider's proven ability to provide innovative, cost-effective service
- 15% Service Provider's proven track record of responsiveness to time limitations and deadlines.
- 25% Service Provider's proven track record of quality of performance.
- 35% Service Provider's capacity to perform.
- 10% Service Provider's cost proposal.

**NOTE:** The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

### **9.7.2 Oral Presentations**

Following the evaluation of the proposals, the City's Evaluation Team may request the top ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time that will be promulgated by the Contract Administrator.

### **9.7.3 Negotiations**

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Service Provider whose proposal is determined to be most advantageous to the City. If negotiations with the highest ranking Service Provider fail, negotiations shall be initiated with the next highest ranking Service Provider, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

### **9.7.4 Contract Formation**

If the negotiation process produces mutual agreement, the draft contract provided herein shall be constructed and forwarded to the successful Service Provider for execution and then to the City's Mayor and Council for acceptance. The draft contract format will be the only acceptable document for execution.

## **10 SECTION G - General Conditions**

### **10.1 Contract Administration**

The Contract Administrator for this Request for Proposals (RFP) is Randy Dykes, Assistant Director of Planning and Zoning. The Contract Administrator shall act as the City's representative during the execution of any subsequent contract and related amendments. The Contract Administrator will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator via email at [RDykes@RichmondHill-ga.gov](mailto:RDykes@RichmondHill-ga.gov) with the subject line containing RFP 18-0302.

### **10.2 Contract Technical Representative**

The Contract Technical Representative is Randy Dykes, Assistant Director of Planning and Zoning. Representative shall provide the successful Service Provider direction and monitor the results within the limits of the contract's terms and conditions. Representative will decide questions which may arise as to the quality and acceptability of services performed. Representative shall judge as to the accuracy of quantities submitted by the successful Service Provider in payment requests and the acceptability of the services which these quantities represent. Representative will be the point-of-contact for developing contract changes and amendments to be approved by the City and executed by the Contract Administrator. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative via email at [RDykes@RichmondHill-ga.gov](mailto:RDykes@RichmondHill-ga.gov) with the subject line containing RFP 18-0302.

### **10.3 Notice of Award of Contract**

As soon as possible, and within 90 days after receipt of proposals, the City shall notify the successful Service Provider of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Service Provider. If an Award of Contract has not been made within 90 days from the proposal opening date or within the extension mutually agreed upon, the Service Provider may withdraw its proposal without further liability on the part of either party.

### **10.4 Execution of Contract Documents**

- a. Within fifteen (15) days subsequent to successful contract negotiations and Mayor and Council's approval, the City shall furnish the successful Service Provider the conformed copies of the Contract Documents for execution.
- b. Within fifteen (15) days after receipt of the Contract Documents, the successful Service Provider shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State or Local authorities.
- c. Within thirty (30) days after receipt of the Contract Documents, executed by the successful Service Provider, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

## **10.5 Insurance**

### **10.5.1 Liability**

The Company shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Company or by any sub-contractor or anyone directly or indirectly employed by either Company.

Certificates of such insurance shall be filed with the City.

\*The limits of insurance are as follows:

Comprehensive General Liability -The successful Service Provider shall exercise proper precaution at all times for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- \$1,000,000.00 Bodily injury, including death, each occurrence
- \$1,000,000.00 Property Damage, each occurrence
- \$2,000,000.00 Property Damage, in the aggregate

Automobile Liability - policy covering injury and property damage \$1,000,000 Umbrella Policy - \$10,000,000

\*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

### **10.5.2 Certificates of Insurance**

Certificates acceptable to the City shall be attached to the signed Contract Documents when they are transmitted to the City for execution. These certificates shall contain the statement that 'Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail.'

## **10.6 Quantities**

None of the various City Departments or Employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, as a result of this RFP.

## **10.7 Indemnification**

The successful Service Provider will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the successful Service Provider and anyone directly or indirectly employed by the Service Provider or anyone for whose acts any of them may be liable. In any and all claims against the City or any of its agents or employees, by any employee of the successful Service Provider, directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by

any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Service Provider or under the Worker Compensation Acts, Disability Benefits Acts or other employee benefits acts.

#### **10.8 Notice to Proceed**

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and successful Service Provider. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Service Provider may terminate the Contract Agreement without further liability on the part of either party.

#### **10.9 Liquidated Damages**

The City reserves the right to monitor the performance of the Service Provider's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual loads or portions of loads disposed of and the Service Provider's records at any time, in order to ensure the Service Provider is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition. Accordingly, the Service Provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. The Service Provider must physically remove the improperly disposed of materials within four (4) hours of notification by the City;
- b. Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material;
- c. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1000.00) will be added to the previous amount paid (second occurrence will equal six thousand dollars (\$6000.00), third occurrence will equal seven thousand dollars (\$7000.00), etc.);
- d. The Fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
- e. Failure by the Service Provider to physically remove the improperly disposed of materials within four (4) hours of notification by the City shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Service Provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. The Service Provider shall have twenty-four (24) working hours to pick up the Missed Collection;
- b. If the Service Provider fails to meet the twenty-four (24) working hour cure period, liquidated damages in the amount of one hundred dollars (\$100.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
- c. Starting with the eleventh (11th) missed cure' collection in any thirty (30) day period, liquidated damages in the amount of two hundred dollars (\$200.00) per occurrence.

The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages' shall not preclude the City from recovering other damages which the City can document as being attributable to the above referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

#### **10.10 Suspension or Termination of Services**

The anticipated contract between the successful Service Provider and the City can be terminated based on:

- a. City electing, in writing, not to exercise any of its option periods.
- b. Failure of the Service Provider to perform based on the Service Provider's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful Service Provider. The successful Service Provider shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Any termination of the successful Service Provider's services shall not affect any right of the City against the successful Service Provider then existing or which may thereafter occur. Any retention of payment of monies by the City due the successful Service Provider will not release the successful Service Provider from compliance with the Contract Documents.

#### **10.11 Transition Services Upon Termination**

Upon termination or expiration of the Contract, the Service Provider shall cooperate with the City to assist with the orderly transfer of the functions and operations provided by the Service Provider hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Service Provider to perform and, if so required, the Service Provider shall perform certain transition services necessary to shift the support work of the Service Provider to another provider or to the City itself as described below (the "Transition Services") and the City shall pay for such service at the rates set forth in this Agreement. Transition Services may include but shall not be limited to the following:

- a. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- b. Notifying all affected service providers and subcontractors of the Service Provider;

#### **10.12 Assignments**

The successful Service Provider shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the successful Service Provider assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Service Provider shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

### **10.13 Laws and Regulations**

The successful Service Provider's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Service Provider shall keep fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Service Provider shall herewith report the same in writing to the City.

The Service Provider shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Service Provider or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Service Provider.

### **10.14 Notice and Service Thereof**

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Company shall be sufficiently given if delivered at the office of the Company specified in this proposal (or at such other office as the Company may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Company, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Company for such purposes

### **10.15 Schedule, Reports and Records**

The Company shall submit to the City schedules, reports, estimates, records and other data as the City may request concerning services performed or to be performed.

## **10.16 Changes in the Contract**

### **10.16.1 Changes in the Service**

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. The Company shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Company believes that such order entitles a change in the fee time or both, in which event the Company shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Company shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the Company.

### **10.16.2 Changes in Fee**

The Fee shall be changed only by a mutual agreement by the Company and the City transmitted as a Contract Amendment. The Company shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered, along with the percentage of total cost with the change.

The City agrees to a 2.5% annual price increase on all rates on the anniversary of the contract. The City will not accept any other CPI clauses and fuel surcharges.

### **10.16.3 Changes in Contract Period**

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described above and any other claim made by the Company for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made. The City prefers a two to three year contract period with a fixed fee.

## **10.17 Payments and Completion**

### **10.17.1 Application for Payments**

The Company shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to:

City of Richmond Hill  
Accounts Payable  
40 Richard R. Davis Drive



Richmond Hill, GA 31324

#### **10.17.2 Certificate for Payments**

If the Company has made application for payment as above, the Technical representative will authenticate the application and forward it to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding payment. After the application has been issued, the Finance Department shall pay to the Company, within 30 days, the amount covering services completed. No application for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

#### **10.17.3 Governing Document**

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

#### **10.18 Company's Claim**

No claim for additional or other compensation beyond the Fees shall be allowable unless the Company makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

#### **10.19 Contract Agreement Jurisdiction**

Company irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement shall be brought in any court in Chatham County. Company designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Company, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Chatham County and to the laws of Georgia, and in any said action or proceeding. Company hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

#### **10.20 Permits and Regulations**

The Company shall obtain and pay for all permits, licenses and any other regulatory requirements, necessary for the prosecution of these services. The Company shall pay all governmental charges and inspection fees necessary for the prosecution of these services.

#### **10.21 Business License**

Company shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the City.

#### **10.22 Responsibilities of the Company**

##### **10.22.1 Company's Employees**

The Company shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them. The Company shall be fully responsible for the acts and

omissions of persons employed.

**10.22.2 Payment for Labor and Materials**

The Company shall pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Company shall also pay any and all accounts for services, equipment, and materials used by them during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Company shall furnish proof of payment of such accounts to the City.

**10.22.3 Attention to Work**

The Company, acting through his representative, shall give personal attention to and shall manage the services so that they shall be prosecuted faithfully. When his representative is not personally present, his designated alternate shall be available and shall have the authority to act on the contract.

**10.22.4 Employee Safety**

The Company alone shall be responsible for the safety of its employees. The Company shall perform the services in a manner which meets the City's responsibility under statutory and common law for the provision of a safe place to work.

**10.22.5 Public Safety and Convenience**

The Company shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

**10.22.6 Cooperation in Disasters**

The Company shall acknowledge the presence of other contractors involved in disaster response and recovery activities of the federal, state, and local government, and of any private utility, and shall not interfere with their work during times of declared disaster or a local emergency.

**10.22.7 Disposal Facilities**

Subsequent to the original approval of disposal facilities by the City, any additional solid waste disposal facilities anticipated to be used by the Company will require prior written approval of the City.

**10.23 Compliance with Laws**

The Company shall keep fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Company shall at all times observe and comply with, and cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City, its officers, employees and agents



against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by the Company or employees or any subcontractor.

## **11 SECTION H - Representation**

### **11.1 Non-Discrimination**

- a. The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- b. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of the final disposition of such cases.

### **11.2 Drug-Free Workplace**

The City is a drug-free workplace employer. The City Council has adopted a policy requiring City Service Providers to provide a drug-free workplace in the performance of any City contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of the Contract:

Company must provide to the City a drug free work place policy.